Held, that this instruction was correctly refused. *King* v. *City of Owensboro*, 218 S. W. 297 (Ky.).

At common law a wife committing a crime in the presence of her husband was presumed to have acted under his coercion. *Com.* v. *Eagan*, 103 Mass. 71; *State* v. *Martini*, 80 N. J. L. 685, 78 Atl. 12. This presumption must have been based on the complete control once exercised by the husband over his wife's person and property. See 4 BL. COMM. 28; *Morton* v. *State*, 141 Tenn. 357, 360, 209 S. W. 644, 645. But a wife cannot now be chastised or imprisoned by her spouse. *The Queen* v. *Jackson*, [1891] 1 Q. B. 671. The Married Woman's Act of Kentucky completely frees her property. 1915 CARROLL'S KENTUCKY STATUTES, c. 66, §§ 2127, 2128. This act, with similar legislation in nearly all jurisdictions, effectively brings to an end the husband's control. See *Martin* v. *Robson*, 65 Ill. 129, 132, 139; *State* v. *Hendricks*, 32 Kan. 559, 563, 4 Pac. 1050, 1053. With this gone, the presumption of coercion, based on it, should go also. The principal case is undoubtedly judge-made law, but the conclusion seems desirable. The same result has been reached by statute. 1919 CAN. CRIM. CODE, 21; N. Y. PENAL CODE, § 1092.

JURISDICTION — VENUE — ACTION FOR CONVERSION OF ORE TAKEN FROM LAND IN ANOTHER STATE. — The plaintiff sued in Maine for the conversion of ore taken from his land in Arizona. The defendant pleaded to the jurisdiction that the only ore taken was from land *bona fide* claimed by him. *Held*, that the court had jurisdiction. *Arizona Commercial Mining Co.* v. *Iron Cap Copper Co.*, 110 Atl. 429 (Me.).

The plaintiff sued in Massachusetts for the conversion of ore taken from his land in Arizona. The defendant pleaded to the jurisdiction that the only ore taken was from land *bona fide* claimed by him. *Held*, that the court did not have jurisdiction. *Arizona Commercial Mining Co.* v. *Iron Cap Copper Co.*, 128 N. E. 4 (Mass.).

The doctrine that actions for injuries to land are local is almost universally accepted, unless abolished by statute. *British South Africa Co.* v. *Companhia de Mocambique*, [1893] A. C. 602. The principal exception is that where the trespass is accompanied by a conversion of trees, crops, or soil taken from the land, the plaintiff may waive the trespass and sue for the conversion in a transitory action. *Stone* v. *United States*, 167 U. S. 178; *Stuart* v. *Baldwin*, 41 U. C. Q. B. 446. The Massachusetts court profess to agree with all the cases sustaining this exception, and attempt to distinguish them on the ground that in the principal case the defendant *bona fide* claimed title. Since the distinction between a *bona fide* claim and any claim not sham is impracticable, this argument can mean only that the exception is to be entirely abolished. The whole doctrine of local actions is a technical one and does little except to give rise to cases where there is a right without a remedy. See *Livingston* v. *Jefferson*, 1 Brock. (U. S.) 203, 208, 15 Fed. Cas. 660, 664. There seems every reason therefore not to abrogate its widest exception, and the Massachusetts decision cannot be regarded as either wise or sound.

LIS PENDENS — APPLICATION TO VENDOR'S LIEN SECURING NEGOTIABLE NOTE. — Certain land was conveyed to the defendant by one who had obtained a conveyance from the original owner by fraud. In payment, defendant signed negotiable notes secured by a vendor's lien on the land. The original owner brought action to recover the land, and filed notice of *lis pendens*. While this suit was still pending and before maturity of the notes, plaintiff purchased the notes for value and without actual notice of the suit, and sued to foreclose on the lien securing them. *Held*, that he is not chargeable with notice of the suit. *Pope* v. *Beauchamp et al.*, 219 S. W. 447 (Tex.).

Courts are more and more recognizing that incidental provisions to negotiable

paper, such as a power to sell collateral at maturity, are themselves negotiable, and that *bona fide* purchase for value cuts off equities against the incident as well as against the note. See Z. Chafee, Jr., "Acceleration Provisions in Time Paper," 32 HARV. L. REV. 747, 762–3. On the other hand it is clear that the filing of notice of a *lis pendens* is such notice to the world that it prevents a *bona fide* purchase of the land. *Murray* v. *Ballou*, 1 Johns. Ch. (N. Y.) 566; *Walter* v. *Kressman*, 25 Wyo. 292, 169 Pac. 3. It is also settled that the doctrine of *lis pendens* does not apply to negotiable paper. *Winston* v. *Westfeldt*, 22 Ala. 760; *Presidio County* v. *Bond Co.*, 212 U. S. 58. The principal case goes further and refuses to apply *lis pendens* to a vendor's lien securing negotiable paper. Thus the problem is squarely raised as to whether commercial necessity demands the free circulation of such a lien, even at the expense of letting the purchaser disregard the records of *lis pendens*. The principal case seems to follow the trend of authority in regard to this problem, and in limiting the doctrine of *lis pendens* is undoubtedly correct. See W. E. Britton, "Assignment of Mortgages Securing Negotiable Notes," 10 ILL. L. REV. 337, 348.

MASTER AND SERVANT — WORKMAN'S COMPENSATION ACTS — FIREMEN AS PUBLIC OFFICERS NOT INCLUDED. — A city fireman died as the result of a drenching received while extinguishing a fire. His widow sought to recover under the Connecticut Workman's Compensation Act, which defined employee as any person under a contract of service. (1918 CONN. GEN. ST., § 5388.) *Held*, that the plaintiff is not entitled to recover. *McDonald* v. *City of New Haven*, 109 Atl. 176 (Conn.).

There is great difficulty in drawing the line between public employees and public officers. See 1 DILLON, MUNICIPAL CORPORATIONS, 5 ed., § 425; *McNally* v. *Saginaw*, 197 Mich. 106, 163 N. W. 1015. Public officers, however, are not under contract of employment. *Fitzsimmons* v. *City of Brooklyn*, 102 N. Y. 536. By the great weight of authority firemen are public officers. *Schmidt* v. *Dooling*, 145 Ky. 240, 140 S. W. 197. Firemen, therefore, do not come strictly within the definition of the Connecticut act. Nevertheless they might well be allowed compensation. Policemen and firemen belong to the class that compensation acts are commonly supposed to cover. See *In re Golden*, 1915 Op. Sol. Dept. of Labor, 98. Courts construe these acts broadly and liberally. *Matter of Rheinwald* v. *Builders Brick and Supply Co.*, 168 App. Div. 425, 438, 153 N. Y. Supp. 598, 608. Some consensual relationship exists between members of this class and their employers, and it is sufficiently near a contract to be considered a contract of service within the acts. The decisions, however, vary greatly, even under similar statutes. Compare *McCarl* v. *Borough of Houston*, 263 Pa. 1, 106 Atl. 104; and *Devney's Case*, 223 Mass. 270, 111 N. E. 788. More confusion is added by the variation of statutes. See *Sudell* v. *Blackburn*, 3 B. W. C. C. 227; *Village of West Salem* v. *Industrial Commission of Wisconsin*, 162 Wis. 57, 155 N. W. 929; *State ex rel. Duluth* v. *District Court of St. Louis County*, 134 Minn. 28, 158 N. W. 791. The situation is further complicated by the existence of pension funds. *Matter of Ryan*, 228 N. Y. 16, 126 N. E. 350. It may be noted that on similar facts a fireman was denied compensation on the ground that there was no accident. *Landers* v. *City of Muskegon*, 196 Mich. 750, 163 N. W. 43.

MUNICIPAL CORPORATIONS — LIABILITY FOR TORTS — NEGLIGENCE OF MEMBERS OF THE FIRE DEPARTMENT. — The plaintiff's intestate was run over and killed by a fire engine negligently operated by firemen returning from a fire. *Held*, that an action will lie against the city. *Fowler* v. *City of Cleveland*, 126 N. E. 72 (Ohio).

For a discussion of the principles involved in this case, see NOTES, p. 66, *supra*.